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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

[Claim for Reimbursement of Court Award to Landlord]

FILE: B-199451

DATE: October 7, 1980

MATTER OF: Lawrence E. Vogltanz, Jr.

DIGEST: Member's claim for reimbursement for damages to property, court costs and attorneys fees, paid to landlord pursuant to court order, when member vacated apartment to move into Government quarters is denied because no statute or regulation exists which would allow payment. Lease agreement is considered contractual agreement between two private parties and remedies available are on basis of that contract.

This is in response to a letter, dated June 9, 1980, requesting reconsideration of our Claims Division's denial of the claim of former Army member Lawrence E. Vogltanz, Jr. for \$389 awarded to his landlord by a German court. He also asks if there is any recourse he can pursue if our decision is unfavorable to him. For the following reasons the denial of his claim is sustained.

The record shows that in May 1976 Mr. Vogltanz made a permanent change of station (PCS) move to Germany. Upon arriving in Germany he obtained non-Government quarters in order to have his dependents reside with him until Government quarters were available. In September of that year Mr. Vogltanz was informed that he and his family could move to Government quarters. He provided his landlord 30 days notice that he would be leaving, as required by his lease. Pursuant to agreement with Mr. Vogltanz, the landlord retained the damage deposit to cover October's rent. The landlord inspected the apartment and listed various things which were damaged or missing and for which he expected reimbursement. Mr. Vogltanz contested his responsibility for the damaged and missing items and did not reimburse the landlord for these things. Subsequently, the landlord sued Mr. Vogltanz for nonpayment of rent and then changed the charges to

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damages. The court ordered Mr. Vogltanz to pay the landlord a total of \$389 to cover a settlement to the landlord, court costs, and attorneys fees.

In 1978 Mr. Vogltanz filed a claim for this amount with the U.S. Army Claims Service - Europe. He was informed that his claim was neither cognizable nor payable under the provisions of any statute, regulation, or appropriation available to the Army for the administrative settlement of claims. His request for reconsideration resulted in the Army Claims Service sustaining its previous decision and it forwarded his claim to the Chief, U.S. Army Claims Service. Again his claim was denied. The claim was then forwarded by the U.S. Army Finance and Accounting Center to our Claims Division for consideration. By settlement dated June 2, 1980, Mr. Vogltanz was informed that this Office was not aware of any statute or regulation which would authorize payment in the described circumstances.

On examining the information available to us it appears that the lease agreement and deposit made by Mr. Vogltanz can only be considered a contractual agreement between two private parties and any remedies available to him would have to be on the basis of that contract. Although Mr. Vogltanz contends that he requested assistance from the Housing Referral Office, to no avail, and had they represented him in court he would not have this problem, we point out that the Housing Referral Office seems to operate in an informational or clearinghouse capacity and in no way guarantees or becomes party to the contract. Under the lease agreement the Housing Referral Office merely acknowledges the agreement's existence and certifies that the facility has been accepted for occupancy.

Accordingly, Mr. Vogltanz' claim must be denied and the settlement of our Claims Division is sustained.

Decisions of the Comptroller General are final and binding upon the executive branch of the Government, and there is no further administrative appeal other than to request that the Comptroller General reconsider

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his previous decision. The request for reconsideration, if made, should contain any new facts or evidence that were not previously considered in the decision. If a claim against the Government is to be pursued beyond the General Accounting Office, it must be done in a United States District Court or the Court of Claims. See 28 U.S.C. §§ 1346 and 1491 (1976).

Milton J. Fowler

For the Comptroller General
of the United States